

CITY OF MARINE ON ST. CROIX
CITY COUNCIL MEETING
THURSDAY, OCTOBER 8, 2020
VILLAGE HALL 7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Citizens Considerations
 - . Hall Rental Request – Mary Jo Van Dell
 - . Erik Sandager – Fence Encroachment
 - . Marla Update
 - Planning Commission
 - . September Meeting Update
 - Council Committee Reports –
 - a) Public Safety- Miller/Anderson
 - . Grant Approval
 - . Mill Pond Dry Hydrant
 - b) Roads –Pardun/ Roden
 - . Engineering Report
 - c) Personnel/Building Inspector – Pardun
 - d) Parks & Recreation- Miller/Anderson
 - . Friday Movie Nights
 - . Millsite Update
 - . Urban Forest Update
 - . Tree Planting Recommendation
 - e) Cemetery – Mills
 - e) Water Systems –Mills/Pardun
 - . Watershed Maintenance Agreement
 - g) City Properties – Mills/Pardun
 - . Heating Proposal Village Hall
 - h) Holidays/Events – Roden/Anderson
5. EDA
6. Citizen Committee Reports
 - a) Green Step Cities – Roden
 - b) Communication Infrastructure – Anderson
7. Consent Calendar
 - a) Minutes of 9/10//20, 9/29/20
 - b) Treasurer’s Report 9/20
 - c) List of Bills to be paid for 10/8/20
 - d) Planning Commission Minutes
 - e) Zoning Administrator’s Report
 - f) Public Works Maintenance Report
8. Old/New Business
 - . Set TNT Meeting Date – 12/1/2020 6:00pm
 - . Stand Exemption Request – William O’Brien State Park 11/14-11/15
 - . Election Judge Resolution
 - . Long/Short Term Goals
9. Mayor Notes/Clerk’s Report
10. Adjournment

CITY OF MARINE ON ST. CROIX
Long and Short Term Goals/Projects
October 2020

Public Safety

Recruitment and retention

Roads

Recreation

Gateway Trail

Urban Forestry Program (Tree City USA)

Finance/Budget

Hall/Restoration

Village Hall Improvements (Lights, Bathrooms, etc)

Cemetery

CIP -New land expansion

Village Center

Signage for businesses and services

Public Bathrooms

Stormwater/ Water Resources / Watershed

Third Street

Wastewater and Water Systems

I & I mitigation

Drain field expansion/ long term planning

Capital Improvement Plan

Communication Infrastructure

Telecom/ISP

Comprehensive Plan

Possible Amendments



City of Marine on St. Croix

Engineering Updates 10/8/2020

Engineering *italics = old information*

- **Local Road Improvement Program (LRIP) – Village Center Revitalization Project**
 - Preconstruction building inspections were completed by the City Building Inspector the week of September 7th and businesses with foundation concerns were notified that they should install temporary measures to protect their buildings during construction.
 - Project was awarded to Dresel Contracting on September 10th.
 - LRIP grant agreement was finalized with MnDOT on September 17th.
 - Preconstruction meeting was held on September 22nd and a business engagement meeting was held on September 24th to discuss the planned construction start on September 30th. Weekly progress meeting and weekly business meetings will be held on Thursdays at 3pm/4pm respectively at City Hall.
 - Construction started on September 30th with tree clearing. Removals of Linden and Judd St (north of Maple) will begin week of October 5th. Pond grading, storm sewer, and removals of Maple (east of Judd St) will be mid-week of October 5th and week of October 12th. Concrete work on Linden, Judd, Maple and removals/grading on Parker St are tentatively scheduled to start the week of October 19th. Stage 1 construction except for wear course paving and arch culvert work are planned to be completed by November 13th. Arch Culvert rehab work is planned to be completed by November 30th.
 - Stage 2 construction will commence in the Spring of 2021
 - Project Inspector – Isiah Bubany 651-308-1491

- **Washington County's first Bicycle and Pedestrian Plan**
 - *TAC Meeting #3 was held virtually on March 25, 2020. The planning consultant used this time to present draft materials, which included a revised Future Network map and a methodology for prioritizing future projects.*
 - Washington County is launching their last phase of the public engagement. The website up to date with the final draft plan, videos summarizing each chapter and a questionnaire for folks to provide feedback.
 - <https://www.co.washington.mn.us/bikepedplan>
 - Project Manager, Emily Jorgensen, 651-430-4338
 - emily.jorgensen@co.washington.mn.us

**MAINTENANCE AGREEMENT BETWEEN THE CITY OF MARINE ON ST. CROIX AND THE
CARNELIAN-MARINE-ST. CROIX WATERSHED DISTRICT FOR MAINTENANCE OF
STORM WATER FACILITIES AT PARKER, MAPLE, AND OAK STREETS IN MARINE
ON ST. CROIX**

THIS AGREEMENT, by and between the City of Marine on St. Croix, a political subdivision of the State of Minnesota, hereinafter referred to as the "CITY" and the Carnelian-Marine-St. Croix Watershed District, a special-purpose unit of government, hereinafter referred to as the "CMSCWD".

WITNESSETH:

WHEREAS, the CMSCWD has authority under Minnesota Statutes chapters 103B and 103D to design and implement projects to improve water quality and protect water resources; and

WHEREAS, the CITY desires to mitigate current and future effects of impervious surfaces and to protect and improve the water quality of Mill Stream and the St. Croix River; and

WHEREAS, the CITY owns right-of-way, in areas tributary to the Mill Stream and the St. Croix River (as depicted in Exhibit A, attached to and incorporated into this agreement as a term hereof); and

WHEREAS, the CMSCWD desires to reduce thermal and pollutant loading in runoff from Parker, Maple, and Oak Streets and surrounding catchment areas to the St. Croix River and Mill Stream and has developed plans for Stormwater Management Facilities such as pretreatment basins, bioretention basins, and a channel stabilization ("the Project") to accomplish these goals; and

WHEREAS The Project will be built by the CITY and the CMSCWD, and the Project will be constructed entirely within the CITY owned right-of-way and MNDOT owned right-of-way; and

WHEREAS, the CITY and CMSCWD will enter into a cooperative agreement for the construction of the Road Improvements and the Project; and

WHEREAS, a cooperative effort between the CITY and CMSCWD is the appropriate method to facilitate the maintenance of items to be constructed as part of the Project; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 471.59.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this agreement is set forth in the above recitals, which are incorporated herein as terms of this agreement. This agreement is effective when fully executed and will remain effective for 25 years thereafter. Thereafter, this agreement will automatically renew for successive five-year periods unless terminated by either party by written notice to the other at least 90 days in advance of the renewal date.

The CITY hereby grants CMSCWD, its contractors, agents and assigns all necessary rights to access and use the CITY'S right-of-way to fulfill its obligations under and the purposes of this Agreement and the agreement entered into by the parties for purposes of construction of the Project, incorporated in executed form by reference. The rights granted herein will be ongoing, and this agreement may not be amended to vacate CMSCWD's access and use rights for 25 years from the date the Project is substantially complete for the intended purposes. The CITY's authorization hereunder is nonexclusive, except that CMSCWD, on reasonable notice to and in compliance with all necessary regulatory approvals from the CITY, may temporarily restrict or preclude use of the right-of-way to ensure safety while maintenance activities are under way. The CITY will forbear from any activity that interferes with CMSCWD's ability to exercise its rights or meet its obligations under this Agreement.

E. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor, subcontractor, or material suppliers.

F. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the CITY and all other persons employed by the CITY in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the CITY and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said CITY employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the CMSCWD.

G. INDEMNIFICATION

1. The CMSCWD agrees that it will defend, indemnify and hold harmless the CITY against any and all liability, loss, damages, costs and expenses which the CITY may hereafter sustain, incur or be required to pay by reason of any negligent act by the CMSCWD, its agents, officers or employees during the performance of this Agreement.
2. The CITY agrees that it will defend, indemnify and hold harmless the CMSCWD against any and all liability, loss, damages, costs and expenses which the CMSCWD may hereafter sustain, incur or be required to pay by reason of any negligent act by the CITY, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes,

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

CITY OF MARINE ON ST. CROIX

By _____
Mayor Date

By _____
City Clerk Date

Approved as to form:

By _____
City Attorney Date

CARNELIAN-MARINE-ST. CROIX WATERSHED DISTRICT

By _____
Board President Date

By _____
CMSCWD Administrator Date

Approved as to form and execution:

By _____
CMSCWD Attorney Date

**MAINTENANCE AGREEMENT BETWEEN THE CITY OF MARINE ON ST. CROIX AND THE
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STORM WATER FACILITIES AT PARKER, MAPLE, AND OAK STREETS IN MARINE
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WITNESSETH:

WHEREAS, the CMSCWD has authority under Minnesota Statutes chapters 103B and 103D to design and implement projects to improve water quality and protect water resources; and

WHEREAS, the CITY desires to mitigate current and future effects of impervious surfaces and to protect and improve the water quality of Mill Stream and the St. Croix River; and

WHEREAS, the CITY owns right-of-way, in areas tributary to the Mill Stream and the St. Croix River (as depicted in Exhibit A, attached to and incorporated into this agreement as a term hereof); and

WHEREAS, the CMSCWD desires to reduce thermal and pollutant loading in runoff from Parker, Maple, and Oak Streets and surrounding catchment areas to the St. Croix River and Mill Stream and has developed plans for Stormwater Management Facilities such as pretreatment basins, bioretention basins, and a channel stabilization ("the Project") to accomplish these goals; and

WHEREAS The Project will be built by the CITY and the CMSCWD, and the Project will be constructed entirely within the CITY owned right-of-way and MNDOT owned right-of-way; and

WHEREAS, the CITY and CMSCWD will enter into a cooperative agreement for the construction of the Road Improvements and the Project; and

WHEREAS, a cooperative effort between the CITY and CMSCWD is the appropriate method to facilitate the maintenance of items to be constructed as part of the Project; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 471.59.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this agreement is set forth in the above recitals, which are incorporated herein as terms of this agreement. This agreement is effective when fully executed and will remain effective for 25 years thereafter. Thereafter, this agreement will automatically renew for successive five-year periods unless terminated by either party by written notice to the other at least 90 days in advance of the renewal date.

B. MAINTENANCE / OWNERSHIP

1. Stormwater Management Facilities include one pretreatment and filtration facility and one biofiltration basin at the South end of Parker Street along Trunk Highway 95; one bioretention basin at the intersection of Maple Street and 3rd Street; one channel stabilization along the Maple Street right-of-way east of the intersection of Maple Street and 3rd Street; one bioretention basin at Oak Street and Judd; and ten permanent catch basin filtration bags.:
2. The CMSCWD will maintain the Stormwater Management Facilities, per section B.3 for the first 2 full growing seasons following the Project completion. The City will take over maintenance in year 3 for the remainder of the 25-year life of the project.
3. Maintenance as is required in sections B.1 and B.2 above, and as described in the "BWSR Native Vegetation Establishment and Enhancement Guidelines (January 2019 edition)" shall include (1) annual removal of accumulated sediment, trash, and debris in basins proper and in the pretreatment collection areas, (2) annual eradication of noxious weeds and invasive species, (3) installation of supplemental native vegetation, as needed, if barren areas form or if control of noxious or invasive species control exceeds 25% of the Project area, (4) repair of any areas of erosion, as needed, (5) inspection and removal of debris at inlet and outlet structures to ensure flow is not impeded and verification that the structures and pipes are functioning properly, and (6) replacement of nonfunctional filtration media impacted by sedimentation and with a measured infiltration rate less than 0.375 inches per hour.
4. All maintenance required to be performed by this Agreement by the Parties shall be performed in a manner which shall be at the sole discretion of the party so obligated.
5. Any Party performing maintenance pursuant to this Agreement shall be responsible for payment of said maintenance, including payment to any contractors and/or subcontractors, pursuant to Minnesota Statute 471.425.
6. The CMSCWD will obtain all regulatory approvals required for maintenance activities CMSCWD is obligated to perform under this agreement, and will notify the CITY at least 24 hours in advance of any maintenance activities requiring a lane closure or permit to complete work within the CITY right-of-way.
7. The CITY will obtain all regulatory approvals required for maintenance activities the CITY is obligated to perform under this agreement and will notify the CMSCWD when Stormwater Management Facilities are not operating as designed.

C. Project Removal or Replacement.

1. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.

D. ACCESS RIGHT

The CITY hereby grants CMSCWD, its contractors, agents and assigns all necessary rights to access and use the CITY'S right-of-way to fulfill its obligations under and the purposes of this Agreement and the agreement entered into by the parties for purposes of construction of the Project, incorporated in executed form by reference. The rights granted herein will be ongoing, and this agreement may not be amended to vacate CMSCWD's access and use rights for 25 years from the date the Project is substantially complete for the intended purposes. The CITY's authorization hereunder is nonexclusive, except that CMSCWD, on reasonable notice to and in compliance with all necessary regulatory approvals from the CITY, may temporarily restrict or preclude use of the right-of-way to ensure safety while maintenance activities are under way. The CITY will forbear from any activity that interferes with CMSCWD's ability to exercise its rights or meet its obligations under this Agreement.

E. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor, subcontractor, or material suppliers.

F. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the CITY and all other persons employed by the CITY in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the CITY and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said CITY employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the CMSCWD.

G. INDEMNIFICATION

1. The CMSCWD agrees that it will defend, indemnify and hold harmless the CITY against any and all liability, loss, damages, costs and expenses which the CITY may hereafter sustain, incur or be required to pay by reason of any negligent act by the CMSCWD, its agents, officers or employees during the performance of this Agreement.
2. The CITY agrees that it will defend, indemnify and hold harmless the CMSCWD against any and all liability, loss, damages, costs and expenses which the CMSCWD may hereafter sustain, incur or be required to pay by reason of any negligent act by the CITY, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes,

Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

H. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

CITY OF MARINE ON ST. CROIX

By _____
Mayor Date

By _____
City Clerk Date

Approved as to form:

By _____
City Attorney Date

CARNELIAN-MARINE-ST. CROIX WATERSHED DISTRICT

By _____
Board President Date

By _____
CMSCWD Administrator Date

Approved as to form and execution:

By _____
CMSCWD Attorney Date

**RESOLUTION APPOINTING ELECTION JUDGES
FOR THE NOVEMBER 3RD, 2020
GENERAL ELECTION**

BE IT RESOLVED by the City of Marine on St. Croix, State of Minnesota, as follows:

1. The individuals specified on EXHIBIT A attached hereto, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the General Primary election on November 3, 2020 to act as such at the polling places listed on said exhibit.
2. Any individuals not specified on EXHIBIT A to be placed as a replacement or as additional election judges needed up to and including the day of the election shall be appointed at that time.
3. The election judges shall act as clerks of election, count the ballots cast and submit the results to the county and municipality for canvass in the manner provided for in State General elections.

EXHIBIT A

Mary Skamser – Head Judge

Gail Coolidge

Annie Moore

Kathy Marker

Loralee DiLorenzo

June Eagleton

	Actual 2019 thru 10/31/19	Budget 2020	Actual 2020 thru 9/30/20	From 2019 to 2020	FUND NAME
1					
2					
3					
4					6.2650%
5	Actual		Actual		LEVY INCREASE ^^^^^^^^^^^
6	Budget	Budget	2020	to 2020	
7	2019	2020	thru 9/30/20		
8					
55					
56					
57					
58					<u>FIRE AND RESCUE INCOME</u>
59					
60					<u>RUN CALLS</u>
61					MISCELLANEOUS (COUNTY GRANT)
62	15,000.00	15,000.00		0.00%	2% STATE AID-FIREMAN'S RELIEF
63	33,376.31	34,377.60	34,377.60	3.00%	MAY FIRE CONTRACT-
64				0.00%	PS-STREET DANCE
65				0.00%	PSF-FUNDRAISER PROCEEDS
66			7,206.91	0.00%	REIMBURSEMENT
67	200.00	200.00	95.00	0.00%	BURN PERMITS
68	350.00	1,100.00	810.73	214.29%	INTEREST
69			2,086.66	0.00%	RELIEF FUNDS
70			300.00	0.00%	DONATIONS
71			2,775.00	0.00%	DEDICATED
72	48,926.31	50,677.60	47,651.90	3.58%	SAFETY INCOME TOTAL
73					
74					
75					<u>FIRE AND RESCUE EXPENSE</u>
76					
77	6,000.00	6,000.00	2,512.00	0.00%	TRAINING EXPENSE
78	3,000.00	3,000.00	1,929.55	0.00%	ELECTRICITY & HEAT
79	1,200.00	1,200.00	455.96	0.00%	FUEL-VEHICLES
80	900.00	900.00	770.76	0.00%	TELEPHONE
81	2,500.00	2,500.00		0.00%	PHYSICAL EXAMS & HEPATITIS
82	500.00	500.00		0.00%	MEETING EXPENSE
83	34,311.44	35,169.22	2,000.00	2.50%	FIREMEN'S RELIEF
84	15,000.00	15,000.00		0.00%	2% STATE AID - FIREMAN'S RELIEF
85	10,000.00	10,000.00	6,001.20	0.00%	800 MHZ RADIOS
86	3,500.00	3,500.00	1,117.50	0.00%	REPAIRS/MAINTENANCE-BLDG/EQUIPMENT
87	8,000.00	8,000.00	9,595.54	0.00%	VEHICLE REPAIRS
88	8,000.00	8,000.00	4,662.31	0.00%	MATERIALS AND SUPPLIES
89			250.00	0.00%	STREET DANCE
90	50.00	50.00		0.00%	NOTICES IN PAPER
91	11,000.00	8,000.00		-27.27%	NEW EQUIPMENT

CITY OF MARINE ON ST. CROIX

TREASURER'S REPORT

CHECKING

1,018,089.86

DEPOSITS

FIRE & RESCUE-DEDICATED

277,323.00

FIRE & RESCUE-VEHICLE REPLCMNT

219,344.19

FIRE & RESCUE- EQUIPMENT

51,939.99

FIRE & RESCUE- VILLAGE WATER

16,590.45

FIRE & RESCUE-800MHZ RADIOS

10,488.51

GEN-CITY OFFICE/RECORDS

4,207.91

GEN - LAND ACQUISITION

41,156.85

GEN-STORMWATER

97,515.24

WASTEWATER-RESERVE

238557.47

JM WATER - RESERVE

17,071.90

JM-WELLHEAD PRTCTN

5,201.58

ROADS - SAND/SALT SHED

10,003.01

ROADS-EQUIPMENT

36,174.34

ROADS-ALLEYS/STREETS

190,756.96

ROADS-PICKUP RPLCMNT

20,237.11

HLL- VILLAGE HALL

48,407.23

PARKS & REC-RED BRIDGE

32,338.96

PARKS & REC- VC SIGNAGE

15,680.39

PARKS & REC-BLDG MAINTENANCE

22,258.75

PARKS & REC-BIKE TRAIL

0.00

CEM-PERPETUAL CARE

90,000.00

CEM-PERPETUAL CARE-SAVINGS

82,023.20

CEM-IMPROVEMENTS

17,401.25

P&R - COMMUNITY EVENTS

21,936.09

CITATION CABLE-SECURITY

2,500.00

BALANCE 9/30/20

2,587,204.24

RDS - County Grant

40000.00

CEM - Lot Purchase

2600.00

G&R - Garbage

1734.05

G&R - Compost

81.64

G&R - County Tax

351.82

G&R - Commercial Tax

30.38

G&R - Residential tax

82.67

G&R - Recycling

654.68

GEN - Bldg Fees

2753.45

GEN - Cable

1,225.76

GEN - School Reimb

253.00

GEN - Interest

82.47

CEM - Perpetual

2600.00

RDS - Transit Tax

2.54

GEN -Fines/Fees

33.33

WTR - Billing

541.20

CEM - Burial

200.00

WWT - Sewer

11903.23

WWT - LC

186.11

WWT - Interest

49.01

CEM - Interest

3.57

WTR - Interest

4.58

HLL - Interest

3.98

P&R -Interest

18.94

PS - Interest

61.29

RDS - Interest

52.83

GEN - Permits

50.00

PS - Permits

45.00

HLL - Rent

450.00

PS -May Fire Contract

34377.60

Total

100433.13

Report by Lynette Peterson,
Clerk/Treasurer

CITY OF MARINE ON ST. CROIX CITY COUNCIL MEETING
Thursday, September 10, 2020

The meeting was called to order by Mayor Mills at 7:00pm. Pardun, Miller and Roden present. Anderson absent.

Citizens Present: Ruth Willius, Tim Casey, Leslie Mackenzie, Marcia Carlisle, John Goodfellow, Wendy Ward, Jennie Johnson, Jim Maher, Deidre Pope, Larry Roden, Gerry Mroska, Dan Malmgren, Jacob Grow, Kirsten Vadheim, Ryan Goodman, Nancy Cosgriff, Larry Martin, Peter Foster

Approval of the Agenda – Miller moved and Roden seconded to approve the agenda as drafted.

Roden - yes

Miller -yes

Pardun -yes

Mills -yes

All in favor, motion passes.

Citizens Considerations –

Ruth Willius – Is requesting a hall waiver fee for a Spanish conversation group for their Wednesday classes. Miller believes since there is no charge for this class, then he is in favor of waiving the fee.

Miller moved and Roden seconded to approve the hall waiver fee for Ruth Willius.

Pardun – yes

Miller – yes

Roden – yes

Mills – yes

All in favor, motion passed unanimously.

Marla – Jim Maher reported the Saturday book pick up is still place. The library is working on redesigning the website and their indoor remodeling project. River Radio is resuming this Saturday. The adult programming will begin next week via zoom, and Marla will be hosting two candidate forums in October. Marla is requesting the annual \$6,000 bequest from the Jordan fund, with an additional \$15,000 to help with the website and renovation costs. Roden believes that is a really good way to use those bequest funds and is in favor.

Roden moved and Miller seconded to approve Marla move ahead with a \$21,000 request to Washington County from the Jordan bequest fund.

Roden – yes
Pardun – yes
Miller – yes
Mills – yes

All in favor, motion passed unanimously.

Planning Commission - Chairman Mroska reported on the August meeting. There is a variance request for Tim Casey for which the Commission is recommending approval. The Commission is almost finished with the zoning code review. The hope is to have it complete by year end. There was a request for information on a property for sale at 360 Robert St. Currently that lot is considered unbuildable due to size.

Miller moved and Roden seconded to approve Planning Case 072920-01, a variance request for Tim and Barb Casey as recommended by the Planning Commission.

Pardun – yes
Roden – yes
Miller – yes
Mills – yes

All in favor, motion passed unanimously.

Fire and Rescue – There is a new informational sheet for Covid-19 that is on the website, which Miller read in full. There were 22 written warnings on the river in the last month. Miller and Anderson are working with Washington County and the City Attorney to see what course of action the City has to begin handing out citations. The Fire Appreciation dinner will be an outdoor picnic at Dunrovin on September 20th.

Roads – Ryan Goodman reviewed the Engineering report. The bids have been received on the Judd Street revitalization project. Dressel Contracting was the low bidder and the engineer is recommending approval of their bid. There is an agreement with MnDOT that the City must enter into for the grant funding, along with a bond finance certification that also needs approval. The hope is to have phase 1 complete by the end of this year with phase 2 starting again in the spring. However, this will depend on weather and the contractor. Deidre Pope, business owner, questioned the schedule as they own a business on Parker St which is part of Phase 1 and fall is their busy season. Pardun noted the City will not know anything until the preconstruction meeting with the contractor. Once the City knows a proposed schedule, all of the businesses will be notified. There will also be weekly meetings that the businesses are welcome to attend once the project begins, along with daily contact with the contractor for any questions or comments from the business owners.

Pardun moved and Roden seconded to approve the bond finance certification with MnDOT.

*Pardun – yes
Miller – yes
Roden – yes
Mills – yes*

All in favor, Motion passed unanimously.

Pardun moved and Roden seconded to approve Resolution 200910-01 approving the grant agreement to State Transportation Fund local road improvement program grant terms and conditions SAP 082-592-001.

*Pardun – yes
Roden – yes
Miller – yes
Mills -yes*

All in favor, Motion passed unanimously.

Pardun moved and Roden seconded to award the Judd Street Revitalization project to Dressel Contracting in the base bid amount as \$1,213,161.05 as recommended by Bolton Menk.

*Pardun – yes
Miller – yes
Roden – yes
Mills – yes*

All in favor, motion passed unanimously.

Personnel - Pardun noted that there are several citizen committees and each of those of committees have Council liaisons. Pardun requested that all committee members please go through that Council person with questions rather than going directly to City staff.

Parks & Rec – Movies in the park request – Anderson is working with Paul Creager on the possibility of hosting movie nights in the park this Burris Park this fall. The cost of each event would be approximately \$1,000 and Anderson is requesting consensus from the Council to fund the cost of at least one of these events. Roden questioned if the grant for the documentary series received by Marla could help to fund this. Mayor Mills suggested tabling this issue to the October meeting when Councilman Anderson was in attendance to answer Council questions.

Trail Enforcement – There have been a few instances of teenagers driving vehicles on the public trails around Jackson Meadow. Miller wanted to make it clear that any instances need to be

reported to Washington County and the City as they are City owned trails. It would then be up to the Council as to whether or not to prosecute. Washington County will report back to the City any future complaints received.

Millsite – No Report.

Urban Forest – Peter Foster reported that the gravel bed trees will be planted in a few weeks. Some of those trees are being planted in the cemetery and city parks. The remainder of the trees will be planted along the road right of way of private homeowners.

The bird migration plantings project is complete.

The committee has put together recommendations for the Ash trees in the City parks. This recommendation includes removing a few trees in the park on the north end of Judd Street as part of the road project, and treating the remaining trees as this is a more cost effective option than removal of the trees. Pardun noted there is only one tree scheduled to be removed as part of the road project and the remaining would be an additional cost. Pardun also noted that when John Goodfellow first discussed the Emerald Ash Borer, his recommendation was to treat the Monfort Dunn ash and leaving the rest of the ash trees. Goodfellow noted that the trees behind the bank will die if not treated and eventually those trees will need to be removed at some point. The committee pointed out that it would be less costly to treat those trees than to remove them. The Council was not comfortable acting on this request right now and will discuss at a later meeting.

Miller also noted that there should be a liability waiver that the private homeowners should sign releasing the City of any maintenance or removal costs on any trees planted in City right of way.

Cemetery – Mayor Mills reported public works will be working on removing buck thorn and trees at the new site.

Water Systems – Pardun reported that the Ravine project will begin on September 19th. This will require mobilization which will begin just north of Elm Street and continue to the Stuga Town homes. There will a lane shift in this area, and the cone placement will make the driveway access for those residents very tight. The hope is for this project to be complete by the second week of October, however it is weather dependent.

Citizen Committee Reports

City Properties – Pardun is working on an idea for organizing learning pods at the elementary school for the children that are currently doing distance learning at home. This would give the children a chance to socialize and learn with other children in a safe environment. The capacity of the school with Covid restrictions is 87 students. The air exchange system at the school is an ionization system which removes 99% of bacteria and germs, including Covid and Pardun believes the CARES funding can be used to upgrade that system. This is still a work in progress, and Pardun will update the Council as there is more information.

Green Step Cities - The committee is working on four different items. The first is the Dark Sky Initiative and the committee is working with an app to help educate the residents on how certain light pollutants affect different species of animals. There is an education pamphlet being created for the care of septic systems, and EV charging stations are also being researched by the committee. Kevin Hein is working with City staff on becoming a part of the B3 Benchmarking system which is required to be a Step 3 and 4.

Holidays/Events – Marine Mills day was a great success.

Roden questioned whether the Council would be interested in the downtown businesses hosting the Enchanted Forest in the Gazebo park over Christmas. The issue last year was that the tree stands were frozen in the ground until spring. Roden would like to leave the trees on the stands until spring when the ground thaws, and would remove the decorations after the Christmas holiday. Pardun would like to see the trees removed if they begin to turn brown.

Cecily Harris will be hosting a pop up artist event at her home on Saturday, September 12th. The church has offered up their lot for parkig.

EDA – No report.

Communication Infrastructure – The website is live and the City is looking for feedback. No action is being taken or considered for a proposed cell tower until the Planning Commission finishes work on consideration of a Wireless Communications ordinance.

Consent Calendar – *Pardun moved and Miller seconded to approve the Minutes of 8/13/20, 8/20/20, Treasurer's Report of 8/20, List of Bills for 9/10/20, Zoning Administrators Report-none, Public Works Maintenance Report and Planning Commission Minutes.* Pardun noted corrections for the August Minutes. Under P-1 Station upgrade, “the proposed cost of this option”, should be changed to “the proposed cost of the upgrade”, and then add a period to the sentence ending with generator purchase. Replace the wording “and the balance” with “the cost of the upgrade” and change the motion from “approval of a generator” to “approve the system upgrade at P-1 in the amount of \$137,989”

Roden-yes

Pardun-yes

Miller-yes

Mills – yes

Motion passed unanimously

Old/New Business –

2021 Proposed Budget – Wendy Ward, resident, has submitted a letter requesting an additional \$130,000 to the proposed budget for various items. Miller noted the current levy being proposed

is 25.75% and this addition would put that percentage at 39%. Pardun noted that the City has a process for the budget that it follows each year, and this process is discussed and advertised in advanced for the public. Pardun would like to review those proposed items from Ms. Ward but any addition of funds he would like to see a reduction in another line item to keep the percentage as is. Mayor Mills reviewed those items and gave his opinion as to where they stand:

- Fee for Town Planner – does not think is needed.
- Public Rest Rooms – this has been discussed for many years and the issue continues to be cost and maintenance.
- Master Plan for Trails/Green Space – the City already has a trail plan and recently updated trail map and is working on the Gateway plans.
- Conservation Plan for Cultural Resources – The City has already had a study done on the Village hall and has discussed future plans.

Miller believes all items could have additional discussion at the Truth in Taxation meeting. Wendy Ward thanked the Council for considering her requests and questioned if these items may be considered in the future. Pardun restated that the Council would be willing to discuss this further at the Truth in Taxation meeting.

Pardun moved and Miller seconded to set the maximum levy for the 2021 budget at \$1,188,462.70 which represents a 25.75% increase over 2020.

*Pardun – yes
Miller – yes
Roden – yes
Mills – yes*

All in favor , motion passed unanimously.

Billy McLaughlin Hall Rental Request – Billy McLaughlin is requesting a reduction in the hall rental fee for his upcoming scheduled concerts. Due to Covid, the capacity for attendance is 25% and so he is proposing a 25% reduction in the fee. The Council felt this was fair.

Miller moved and Pardun seconded to approve Mr. Mclaughlin pay the non resident rate for the October 3rd event, and the resident rate for the remaining Sunday performances as agreed to in the past, along with a 25% reduction in the rental costs for all performances.

*Pardun – yes
Miller – yes
Roden – yes
Mills – yes*

All in favor, motion passed unanimously.

CARES Workshop – Clerk Peterson suggested scheduling a workshop to discuss the remaining use of the CARE funding. A doodle will be sent out to get a date set.

Miller moved and Pardun seconded to approve the well bid for the Maintenance shop not to exceed \$24,000.

*Miller – yes
Pardun – yes
Roden – yes
Mills – ye s*

All in favor, motion passed unanimously.

Long/Short Term Goals – County RD 4 can be removed.

Mayor Notes/Clerk’s Report – None

Adjournment . *Miller moved and Roden seconded to adjourn at 8:38pm.*

*Roden – yes
Miller – yes
Pardun – yes
Mills – yes*

All in favor, motion passed unanimously.

Minutes taken by Lynette Peterson, City Clerk

City Council Minutes

September 29, 2020

Pardun, Roden, Miller and Anderson present.

Mayor Mills called the meeting to order at 6:27am for the purpose of discussing potential litigation against a property owner for the correction of a nuisance condition.

Mayor Mills closed the public meeting pursuant to MN Statute 13.D.05 Subdivision 3(b).

Mayor Mills re-opened the public meeting at 6:39am.

Attendees during the closed session include Jason Crotty, Councilmembers Pardun, Anderson, Roden and Miller and City Clerk Peterson.

Pardun moved and Miller seconded to authorize formal correction of a nuisance condition believed to exist at 491 Maple Street relating to septic effluent. Motion passed unanimously.

Miller moved and Roden seconded to adjourn at 6:40am. Motion passed unanimously.

Minutes taken by Lynette Peterson, City Clerk



12450 Morris Trail North, Marine on St. Croix, MN 55047 651-433-4500 Fax: 651-433-3913

Proposal

Date: September 3, 2020

City of Marine on St Croix, 121 Judd St., Marine on St Croix, MN 55047 651-433-3636
Email: jcrotty@midconetwork.com

This is a proposal to furnish and install American-Standard Silver model 4A7A6042J1000A 3 1/2 ton R410 earth friendly refrigerant 3 1/2 ton air conditioner complete and including:

- New unit installed on prefabricated pad and connected to new high efficiency cooling coil installed in furnace plenum.
- Condensate drain line installed
- UV rated refrigeration lines installed from outdoor unit to indoor unit.
- Permit
- Start up and adjustments
- 1 year free service
- Manufacturer's equipment warranties.

Total price installed complete: \$ 5,285.00

Unit qualifies for \$150 Xcel Energy rebate.

Option:

1. **Install Fujitsu model 15LZASH1 15,000 BTU mini split heat pump for the main floor heating room complete and including:**

- Outdoor unit set on stand on prefabricated pad
- Indoor unit installed high on wall
- Refrigeration lines and communication wires connected to outdoor unit.
- Lines covered in LineHide protective covering.
- Necessary electrical
- Permit
- 1 year free service
- Manufacturer's equipment warranties.

Total price installed complete: \$ 4,709.00

****Any alterations to the bid will result in additions to the base bid.****

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR-COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF:

\$ 5,285.00 and option checked and initialed.

Balance due upon completion of work

1.5% Finance Charge added on past due balances

Authorized signature *James J. Young* James J. Young

NOTE: This proposal may be withdrawn if not accepted within 30 days of date on proposal.

October 2020 List of Bills

10/7/2020

Payable To	Total Check	Breakdown		
		Code	Amount	
Lynette Peterson		GEN		October Salary
Suzanne Dammann		GEN		10/01/2020 - 10/31/2020
Suzanne Dammann		GEN		10/16/2020 - 10/30/2020
Tom Boesel		GEN		10/01/2020 - 10/15/2020
Tom Boesel		GEN		10/16/2020 - 10/30/2020
Jason Crotty		GEN		10/01/2020 - 10/15/2020
Jason Crotty		GEN		10/16/2020 - 10/30/2020
Richard Johnson		G&R		September Salary
Edward Jones		GEN		Employee IRA Contribution
Security State Bank		GEN		Fed Withholdings August
Minnesota Revenue		GEN		MN Withholding August
PERA		GEN		10/01/2020 - 10/15/2020
PERA		GEN		10/16/2020 - 10/31/2020
Action Rental	\$624.00	WWT		Generator (P1 Lift Station)
Advanced Disposal	\$9,491.71	G&R		September Services
All Hands on Deck	\$455.00	PS	\$240.00	Cleaning
		HLL	\$215.00	Cleaning
Capital One	\$5,472.14	GEN	\$452.00	Supplies (Covid)
		GEN	\$310.65	Supplies
		G&R	\$125.00	Services
		WWT	\$125.00	Services
		WAT	\$125.00	Services
		GEN	\$157.12	Services
		GEN	\$50.62	Cleaning
		GEN	\$2,397.46	Clerk's Office
		GEN	\$517.64	Office
		GEN	\$355.13	Meetings
		RDS	\$275.29	Services
		PS	\$62.83	Fuel
		P&R	\$518.40	Maintenance
Companion Animal Control	\$75.00	GEN		Animal
Dunrovin	\$473.49	GEN		Meetings
Federated Co-ops	\$1,230.56	WWT	\$391.89	
		CEM	\$217.57	
		P&R	\$217.57	
		SCHOOL	\$119.77	
		RDS	\$283.76	
Frontier	\$642.66	RDS	\$84.62	Telephone
		WWT	\$92.61	Telephone
		PS	\$101.80	Telephone
		SCHOOL	\$363.63	Telephone (2 months)
Gopher State One Call	\$37.80	GEN		Locate Request Services
Grainger	\$270.30	WWT		Materials/Supplies
Guardian Pest Solutions	\$127.48	HLL	\$35.35	Services

		RDS	\$40.71	Services
		SCHOOL	\$51.42	Services
J.H. Larson Company	\$94.59	WWT		Generator
Johnson/Turner Legal	\$540.00	GEN		Legal
Langness Enterprises, Inc	\$68.81	P&R		Equipment Repair
League of Minnesota Cities	\$904.00	GEN		Workers Comp
Lincoln National Life Insurance	\$184.46	GEN		Employee Insurance
Lowe's	\$17.56	WWT		Materials/Supplies
Marine General Store	\$90.51	RDS	\$27.83	Materials/Supplies
		HLL	\$7.26	Materials/Supplies
		PS	\$55.42	Materials/Supplies
Menards	\$185.55	P&R	\$107.42	Materials/Supplies
		HLL	\$39.99	Materials/Supplies
		WWT	\$38.14	Materials/Supplies
MN Dept of Labor and Industry	\$76.54	GEN		Building Surcharge
MN Dept of Labor and Industry	\$10.00	RDS		Services
MN Dept of Revenue	\$1,914.00	G&R		3rd Quarter Sales Tax
Minnesota Native Landscapes	\$500.00	P&R		Mill Site
Metro Sales Inc	\$212.97	GEN		Copier
NCPERS	\$64.00	GEN		Employee Insurance
North 40 Resources	\$289.68	WWT	\$63.44	Generator
		RDS	\$226.24	Materials/Supplies
OPG-3	\$614.00	GEN		Services
On Site Sanitation	\$410.00	G&R	\$68.00	Porta Potties
		P&R	\$274.00	Porta Potties
		CEM	\$68.00	Porta Potties
Pace Analytical	\$245.00	WWT		Water Test
Sentry Systems	\$155.00	GEN		Services
T-Mobile	\$54.36	RDS		Telephone
U.S Bank	\$125.00	GEN		Copier Services
Vital Systems	\$49.95	GEN		Services
Washington County Public Health	\$5,931.93	G&R		3rd Quarter Tax
Xcel Energy	\$3,060.54	HLL	\$172.40	Electric
		PS	\$173.60	Electric
		P&R	\$109.21	Electric
		RDS	\$175.00	Electric
		WWT	\$529.99	Electric
		WAT	\$212.10	Electric
		CEM	\$11.96	Electric
		SCHOOL	\$1,676.28	School
Xcel Energy	\$13.75	RDS		Streetlights
TOTAL	\$34,712.34			